

AFFIDAVIT

STATE OF Missouri }
COUNTY OF Buchanan) ss

Shelly Shannon, being first duly sworn, on oath deposes and states that she is Commercial Lines Services Manager for

- ☐ American Family Insurance Company
☒ American Family Mutual Insurance Company
☐ American Standard Insurance Company of Ohio
☐ American Standard Insurance Company of Wisconsin

and in such capacity has direct access to the policy records (including computer records) of said Company

That policy information regarding Policy 36X43429-01 issued to Stirling Wine Grapes Inc is contained and preserved on such records. Based upon such records affiant certifies that said policy was in force on 03-06-2014.

The attached is a true reproduction of the content of the whole of said policy setting forth the coverages and limits of liability in effect on the above mentioned date. Said policy is subject to the Declarations, Insuring Agreements, Terms, Conditions, Limitations, Exclusions, and applicable Endorsements.

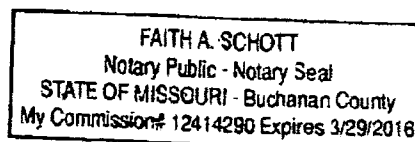
That this affiant is experienced in the analysis of such records of said Company and certifies the accuracy of the foregoing policy information

Shelly Shannon
Shelly Shannon

Subscribed and sworn to before me this 11th day of June, 2014

Faith A. Schott
Notary Public

My commission expires: 03/29/16



C-05448 Rev 10/00

WELLBROCK EXHIBIT 1

01 of 57

NOTICE OF REMOVAL, EXHIBIT A, Page 0006 of 0070

CCD14061129405M0101.03D

Certified Policy Copy and/or Affidavit Copy

Keep in claims master file

Photocopy as needed

238

36X4342901 01 000 JLFH034

CCD14061129405MO101.04D

BUSINESS AUTO POLICY

Non-assessable policy issued by

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

6000 American Pkwy

Madison WI 53783-0001

(608) 249-2111

Member of American Family Insurance Group

BA 00 00 01 99

Stock No. 14727
WELLBROCK EXHIBIT 1

03 of 57

NOTICE OF REMOVAL, EXHIBIT A, Page 0008 of 0070

238

36X4342901 01 000 JLB034

CCD14061129405M0101.05D

THIS POLICY CONSISTS OF

- DECLARATIONS

- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF

- ONE OR MORE COVERAGE FORMS
- APPLICABLE FORMS AND ENDORSEMENTS

- COMMON POLICY CONDITIONS

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36X4342901 01 000 JLN034

AMERICAN FAMILY INSURANCE GROUP

6000 AMERICAN PKWY
MADISON, WI 53783-0001
(608) 249-2111

06-27-2013

STIRLING WINE GRAPES INC
PO BOX 1117
NEWBERG, OR 97132-8117

Policy Number: 36X4342901

Dear Policyholder

American Family has sorted recyclables, promoted ride-share programs, used energy-efficient lighting in its offices and carried out many other environmentally friendly practices for years. Now, we're building on that foundation and taking another step toward being more green.

To achieve this "green" goal, we are streamlining the information you'll receive when your policy renews. Instead of receiving a complete copy of your policy, you'll simply receive a declaration stating your current limits and coverage. This will help our environment by saving more than 6 million pieces of paper per year!

You will continue to receive copies of forms and endorsements that have been revised since your last renewal. Unless replaced by new forms and endorsements, these documents remain in effect at each renewal and are a part of your policy.

Please contact your agent if you require a complete policy copy or have any questions regarding this notice. Thank you for insuring with American Family. We appreciate your business and look forward to building a greener future together.

Sincerely,

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

WENDI EILAND AGENCY, INC
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1864
503-526-2999

PLC-29255

WELLBROCK EXHIBIT 1

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NOTICE OF REMOVAL, EXHIBIT A, Page 0010 of 0070

CCD14061129405M0101.06D

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36X4342901 01 001 DXJ013

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
POLICY CHANGES**

POLICY NUMBER	EFFECTIVE DATE	ADD'L PREMIUM	RETURN PREMIUM	POLICY CHANGE NO.
36X4342901	06-19-2013		\$613.00	001
ISSUED TO				
STIRLING WINE GRAPES INC				
AGENT 065-504		CUSTOMER BILLING ACCOUNT 019-032-534 98		
WENDI EILAND AGENCY, INC.				

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Covered Property/Location Description | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Insured's Mailing Address | <input checked="" type="checkbox"/> Limits/Exposures |
| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input checked="" type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

BUSINESS AUTOMOBILE INSURANCE POLICY

```

-XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
X                                     MID-TERM   ANNUAL   X
X PREMIUM CHANGE SUMMARY             PREMIUM   PREMIUM FORX
X                                     CHANGE     CHANGE ONLYX
X                                     X
X 2001 FORD RANGER                     $613-       X
X VIN ID# 1FTYR10U51TA23839           X
X }XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
X THE FOLLOWING VEHICLE AND ITS COVERAGES/ENDORSEMENTS ARE DELETED:
X 2001 FORD RANGER
X 1FTYR10U51TA23839

```

All other terms remain unchanged.

Page 01 of 01

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

David R. Schultz
President

John E. Smith
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

IL 75 37 09 09

INSURED

Stock No.18020

WELLBROCK EXHIBIT 1

06 of 57

NOTICE OF REMOVAL, EXHIBIT A, Page 0011 of 0070

CCD14061129405M0101.07D

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36X4342901 01 002 CWK008

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
POLICY CHANGES**

POLICY NUMBER	EFFECTIVE DATE	ADD'L PREMIUM	RETURN PREMIUM	POLICY CHANGE NO.
36X4342901	12-24-2013	\$367 00		002
ISSUED TO				
STIRLING WINE GRAPES INC				
AGENT 065-504			CUSTOMER BILLING ACCOUNT	
WENDI BILAND AGENCY, INC.			019-032-534 98	

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Covered Property/Location Description | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Insured's Mailing Address | <input checked="" type="checkbox"/> Limits/Exposures |
| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input checked="" type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

BUSINESS AUTOMOBILE INSURANCE POLICY

```

-XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
X
X                                     MID-TERM ANNUAL X
XPREMIUM CHANGE SUMMARY             PREMIUM PREMIUM FORX
X                                     CHANGE CHANGE ONLYX
X                                     X
X1999 TOYOTA TACOMA XTRACAB          $367      $755 X
X   VIN ID# 4TAWN72NXXZ447286        X
X }XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

```

THE FOLLOWING VEHICLE IS ADDED:

1999 TOYOTA TACOMA XTRACAB
4TAWN72NXXZ447286

THE CHANGES BELOW APPLY TO THE FOLLOWING VEHICLE

1999 TOYOTA TACOMA XTRACAB
4TAWN72NXXZ447286

THE FOLLOWING IS ADDED

BODILY INJURY LIABILITY - EACH PERSON	\$1,000,000
BODILY INJURY LIABILITY - EACH ACCIDENT	\$1,000,000
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000

All other terms remain unchanged.

Page 01 of 02

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

David A. Schmitt
President

John A. Schmitt
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

IL 75 37 09 09

INSURED

Stock No.18020

WELLBROCK EXHIBIT 1

07 of 57

NOTICE OF REMOVAL, EXHIBIT A, Page 0012 of 0070

CCD14061129405M0101.08D

276

36X4342901 01 002 CWK008

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
POLICY CHANGES**

POLICY NUMBER	EFFECTIVE DATE	ADD'L PREMIUM	RETURN PREMIUM	POLICY CHANGE NO.
36X4342901	12-24-2013	\$367.00		002
ISSUED TO				
STIRLING WINE GRAPES INC				
AGENT 065-504			CUSTOMER BILLING ACCOUNT	019-032-534 98
WENDI EILAND AGENCY, INC.				

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Covered Property/Location Description | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Insured's Mailing Address | <input checked="" type="checkbox"/> Limits/Exposures |
| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input checked="" type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

UNDERINSURED MOTORIST BODILY INJURY - EACH PERSON	\$1,000,000
UNDERINSURED MOTORIST BODILY INJURY - EACH ACCIDENT	\$1,000,000
COMPREHENSIVE COVERAGE	\$500 DEDUCTIBLE
COLLISION COVERAGE	\$500 DEDUCTIBLE
AIR BAG DISCOUNT DOES APPLY	

UNINSURED MOTORIST BODILY INJURY - EACH PERSON	\$1,000,000
UNINSURED MOTORIST BODILY INJURY - EACH ACCIDENT	\$1,000,000
UNINSURED MOTORIST PROPERTY DAMAGE	\$20,000
IL 75 02 06 99	PUNITIVE DAMAGE EXCLUSION
CA 23 94 03 06	SILICA OR SILICA-RELATED DUST EXCLUSION
CA 21 87 01 10	OREGON UNINSURED MOTORISTS COVERAGE
IL 01 42 01 08	OREGON CHANGES-DOMESTIC PARTNERS
CA 21 07 12 93	SPLIT UNINSURED MOTORIST COVERAGE LIMITS
CA 01 49 01 10	OREGON CHANGES
CA 23 86 01 06	EXCLUSION OF TERRORISM ABOVE MINIMUM STATUTORY LIMITS
CA 99 27 01 87	SPLIT LIABILITY LIMITS
CA 21 05 01 10	OREGON UNINSURED MOTORISTS COVERAGE - BODILY INJURY
IL 02 79 09 07	OREGON CHANGES - CANCELLATION AND NONRENEWAL
IL 00 21 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

CA 22 36 01 10 OREGON PERSONAL INJURY PROTECTION
COVERAGE FOR MEDICAL AND HOSPITAL EXPENSES IS SUBJECT TO A
DEDUCTIBLE OF NONE APPLICABLE TO YOU AND EACH
"FAMILY MEMBER"

All other terms remain unchanged.

Page 02 of 02

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

David R. Blatz
President

John E. Blatz
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

IL 75 37 09 09

INSURED

Stock No. 18020

WELLBROCK EXHIBIT 1

08 of 57

NOTICE OF REMOVAL, EXHIBIT A, Page 0013 of 0070

CCD14061129405M0101 09D

(Page 10 of 58)

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36X4342901 01 000 J1H034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER

36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT

019-032-534 98

ITEM ONE

NAMED STIRLING WINE GRAPES INC
INSURED

MAILING PO BOX 1117
ADDRESS NEWBERG, OR 97132-8117

POLICY PERIOD FROM 06-19-2013 TO 06-19-2014

12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS CORPORATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy

TOTAL ADVANCE PREMIUM \$5,660 00

(THIS POLICY MAY BE SUBJECT TO FINAL AUDIT)

Forms and endorsements applying to and made part of this policy at time of issue:

BA 00 00 01 99

CA 76 13 09 08

IL 00 17 11 98

AUTHORIZED
REPRESENTATIVE

David R. Schatz
President

John R. Schatz
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

AGENT 065-504
WENDI BILAND AGENCY, INC
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1864

PHONE
503-526-2999

PAGE 0001
BRANCH J1H034 NEWB
ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

09 of 57

NOTICE OF REMOVAL, EXHIBIT A, Page 0014 of 0070

CCD14061129405M0101 100

238

36X4342901 01 000 JLN034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER**DECLARATIONS****CUSTOMER BILLING ACCOUNT**

36X4342901

019-032-534 98

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a symbol is shown in the covered autos column below. Each of these coverages will apply only to those "autos" shown as covered "autos" "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage of the Business Auto Coverage Form shows which autos are covered autos.)
LIABILITY	2 9 19
PERSONAL INJURY PROTECTION	5
AUTO MEDICAL PAYMENTS	
UNINSURED MOTORISTS	6
UNDERINSURED MOTORISTS	6
PHYSICAL DAMAGE OTHER THAN COLLISION	7
COLLISION	7
TOWING AND LABOR	

AGENT 065-504
WENDI EILAND AGENCY, INC
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1864

PHONE
503-526-2999

PAGE 0002
BRANCH JLN034 NEWB
ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

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CCD14061129405M0101 11D

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36X4342901 01 000 JLH034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER
36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT
019-032-534 98

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE NO. 00001

VEHICLE DESCRIPTION 2001 FORD RANGER

VIN 1FTYR10U51TA23839

TERRITORY 26

RADIUS 0-50

COST OR PRICE GROUP

\$11,840

RATE CLASS

537

GROSS VEHICLE WEIGHT LIGHT

COVERAGES - LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE	LIMIT OF INSURANCE	PREMIUM
LIABILITY		\$492 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000	
PERSONAL INJURY PROTECTION	SEE CA 22 36	\$39 00
MEDICAL PAYMENTS - EACH PERSON	REJECTED	
UNINSURED MOTORIST		\$49 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE	\$20,000	\$15 00
UNDERINSURED MOTORIST		\$18 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PHYSICAL DAMAGE OTHER THAN COLLISION	REJECTED	
COLLISION	REJECTED	
TOTAL PREMIUM		\$613 00

AIR BAG DISCOUNT HAS BEEN APPLIED

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 86 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

AGENT 065-504
WENDI EILAND AGENCY, INC
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1864

PHONE
503-526-2999

PAGE 0003
BRANCH JLH034 NEWB
ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROOK EXHIBIT 1

CCD14061129405M0101 12D

(Page 13 of 58)

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36X4342901 01 000 JLN034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN 53783-0001
BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER
 36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT
 019-032-534 98

VEHICLE NO. 00002
VEHICLE DESCRIPTION 2001 FORD F150

VIN	3FTZF17291MA15176	COST OR PRICE GROUP	\$16,830
TERRITORY	26	RATE CLASS	537
RADIUS	0-50	GROSS VEHICLE WEIGHT	LIGHT

COVERAGES - LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE	LIMIT OF INSURANCE	PREMIUM
LIABILITY		\$492 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000	
PERSONAL INJURY PROTECTION	SEE CA 22 36	\$39.00
MEDICAL PAYMENTS - EACH PERSON	REJECTED	
UNINSURED MOTORIST		\$49.00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE	\$20,000	\$15.00
UNDERINSURED MOTORIST		\$18 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PHYSICAL DAMAGE OTHER THAN COLLISION	REJECTED	
COLLISION	REJECTED	
TOTAL PREMIUM		\$613 00

AIR BAG DISCOUNT HAS BEEN APPLIED

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 86 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

AGENT 065-504
WENDI BILAND AGENCY, INC
 12655 SW CENTER ST STE 150
 BEAVERTON, OR 97005-1864

PHONE
 503-526-2999

PAGE 0004
BRANCH JLN034 NEWB
ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

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NOTICE OF REMOVAL, EXHIBIT A, Page 0017 of 0070

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36X4342901 01 000 J1H034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER

36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT

019-032-534 98

VEHICLE NO. 00003

VEHICLE DESCRIPTION 2000 HONDA INSIGHT

VIN JHMZE1376YT000925

TERRITORY 26

RADIUS 0-50

COST OR PRICE GROUP

\$13,000

RATE CLASS 537

GROSS VEHICLE WEIGHT LIGHT

COVERAGES- LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE	LIMIT OF INSURANCE	PREMIUM
LIABILITY		\$492 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000	
PERSONAL INJURY PROTECTION	SEE CA 22 36	\$39 00
MEDICAL PAYMENTS - EACH PERSON	REJECTED	
UNINSURED MOTORIST		\$49 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE	\$20,000	\$15 00
UNDERINSURED MOTORIST		\$18 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PHYSICAL DAMAGE OTHER THAN COLLISION	REJECTED	
COLLISION	REJECTED	
	TOTAL PREMIUM	\$613 00

AIR BAG DISCOUNT HAS BEEN APPLIED

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 85 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

AGENT 065-504

WENDI EILAND AGENCY, INC.
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1864

PHONE

503-526-2999

PAGE 0005

BRANCH J1H034 NEWB

ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

13 of 57

NOTICE OF REMOVAL, EXHIBIT A, Page 0018 of 0070

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(Page 15 of 58)

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36X4342901 01 000 JLN034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER

36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT

019-032-534 98

VEHICLE NO. 00004

VEHICLE DESCRIPTION 1998 FORD F150

VIN 1FTRX18L1WKA74970

TERRITORY 26

RADIUS 0-50

COST OR PRICE GROUP

\$20,710

RATE CLASS

537

GROSS VEHICLE WEIGHT LIGHT

COVERAGES - LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE	LIMIT OF INSURANCE	PREMIUM
LIABILITY		\$492.00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000	
PERSONAL INJURY PROTECTION	SEE CA 22 36	\$39 00
MEDICAL PAYMENTS - EACH PERSON	REJECTED	
UNINSURED MOTORIST		\$49.00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE	\$20,000	\$15 00
UNDERINSURED MOTORIST		\$18 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PHYSICAL DAMAGE OTHER THAN COLLISION	REJECTED	
COLLISION	REJECTED	
TOTAL PREMIUM		\$613 00

AIR BAG DISCOUNT HAS BEEN APPLIED

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 86 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

AGENT 065-504

WENDI EILAND AGENCY, INC
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1864

PHONE

503-526-2999

PAGE 0006

BRANCH JLN034 NEWB

ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

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NOTICE OF REMOVAL, EXHIBIT A, Page 0019 of 0070

CCD14061129405MO101 15D

36X4342901 01 000 JLN034

CUSTOMER BILLING ACCOUNT
019-032-534 .98

COST OR PRICE GROUP		\$15,045
RATE CLASS	537	
GROSS VEHICLE WEIGHT	LIGHT	

AIR BAG DISCOUNT HAS BEEN APPLIED

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 96 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

WELLBORE No. EXHIBIT 1

(Page 17 of 58)

238

36X4342901 01 000 JLA034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER
36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT
019-032-534 98

VEHICLE NO. 00006

VEHICLE DESCRIPTION 1996 FORD RANGER

VIN 1FTCR14U8TPA71707
TERRITORY 26
RADIUS 0-50COST OR PRICE GROUP \$13,125
RATE CLASS 537
GROSS VEHICLE WEIGHT LIGHT

COVERAGES - LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE	LIMIT OF INSURANCE	PREMIUM
LIABILITY		\$492 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000	
PERSONAL INJURY PROTECTION	SEE CA 22 36	\$39 00
MEDICAL PAYMENTS - EACH PERSON	REJECTED	
UNINSURED MOTORIST		\$49 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE	\$20,000	\$15.00
UNDERINSURED MOTORIST		\$18 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PHYSICAL DAMAGE OTHER THAN COLLISION	REJECTED	
COLLISION	REJECTED	
TOTAL PREMIUM		\$613 00

AIR BAG DISCOUNT HAS BEEN APPLIED

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 86 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

AGENT 065-504
WENDI EILAND AGENCY, INC
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1854PHONE
503-526-2999PAGE 0008
BRANCH JLA034 NEWB
ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

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36X4342901 01 000 JLR034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN 53783-0001
BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER
 36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT
 019-032-534 98

VEHICLE NO. 00007
VEHICLE DESCRIPTION 2011 FORD F550 SUPER DUTY

VIN	1FDUF5HT6BEB80642	COST OR PRICE GROUP	\$36,525
TERRITORY	26	RATE CLASS	547
RADIUS	0-50	GROSS VEHICLE WEIGHT	MEDIUM

COVERAGES - LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE	LIMIT OF INSURANCE	PREMIUM
LIABILITY		\$541 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000	
PERSONAL INJURY PROTECTION	SEE CA 22 36	\$39 00
MEDICAL PAYMENTS - EACH PERSON	REJECTED	
UNINSURED MOTORIST		\$49 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE	\$20,000	\$15 00
UNDERINSURED MOTORIST		\$18 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PHYSICAL DAMAGE OTHER THAN COLLISION		
COMPREHENSIVE DEDUCTIBLE \$500		\$69 00
COLLISION DEDUCTIBLE \$500		\$255 00
TOTAL PREMIUM		\$986 00

AIR BAG DISCOUNT HAS BEEN APPLIED

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 86 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

AGENT 065-504
WENDI EILAND AGENCY, INC
 12655 SW CENTER ST STE 150
 BEAVERTON, OR 97005-1864

PHONE
 503-526-2999

PAGE 0009
BRANCH JLR034 NEWB
ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

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36X4342901 01 000 JLN034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER
36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT
019-032-534 98

VEHICLE NO. 00008

VEHICLE DESCRIPTION 2007 TOYOTA TUNDRA DOUBLE CAB SR

VIN 5TFCV54197X003771
TERRITORY 26
RADIUS 0-50

COST OR PRICE GROUP \$31,490
RATE CLASS 537
GROSS VEHICLE WEIGHT LIGHT

COVERAGES - LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE	LIMIT OF INSURANCE	PREMIUM
LIABILITY		\$492 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE LIABILITY - EACH ACCIDENT	\$1,000,000	
PERSONAL INJURY PROTECTION	SEE CA 22 36	\$39 00
MEDICAL PAYMENTS - EACH PERSON	REJECTED	
UNINSURED MOTORIST		\$49 00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PROPERTY DAMAGE	\$20,000	\$15 00
UNDERINSURED MOTORIST		\$18.00
BODILY INJURY - EACH PERSON	\$1,000,000	
BODILY INJURY - EACH ACCIDENT	\$1,000,000	
PHYSICAL DAMAGE OTHER THAN COLLISION		
COMPREHENSIVE DEDUCTIBLE \$500		\$42 00
COLLISION DEDUCTIBLE \$500		\$164 00
TOTAL PREMIUM		\$819 00

AIR BAG DISCOUNT HAS BEEN APPLIED

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06	CA 01 49 01 10	CA 21 05 01 10
CA 21 07 12 93	CA 21 87 01 10	CA 22 36 01 10
CA 23 86 01 06	CA 23 94 03 06	CA 99 27 01 87
IL 00 21 07 02	IL 01 42 01 08	IL 02 79 09 07
IL 75 02 06 99		

AGENT 065-504
WENDI EILAND AGENCY, INC
12655 SW CENTER ST STE 150
BEAVERTON, OR 97005-1864

PHONE
503-526-2999

PAGE 0010
BRANCH JLN034 NEWB
ENTRY DATE 06-27-2013

CA AF 01 04 06

INSURED

WELLBROOK EXHIBIT 1

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36X4342901 01 000 J1H034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER

36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT

019-032-534 98

VEHICLE NO. 00009

VEHICLE DESCRIPTION 1989 UTILITY FLAT BED

VIN 111111111

TERRITORY 26

RADIUS 0-50

COST OR PRICE GROUP

\$8,000

RATE CLASS

137

GROSS VEHICLE WEIGHT

SEMI-TRAILER

COVERAGES- LIMITS, PREMIUMS AND DEDUCTIBLES

COVERAGE

LIMIT OF INSURANCE

PREMIUM

LIABILITY

\$123 00

BODILY INJURY - EACH PERSON

\$1,000,000

BODILY INJURY - EACH ACCIDENT

\$1,000,000

PROPERTY DAMAGE LIABILITY - EACH ACCIDENT

\$1,000,000

PERSONAL INJURY PROTECTION

SEE CA 22 36

\$11 00

MEDICAL PAYMENTS - EACH PERSON

REJECTED

UNINSURED MOTORIST

\$14 00

BODILY INJURY - EACH PERSON

\$1,000,000

BODILY INJURY - EACH ACCIDENT

\$1,000,000

PROPERTY DAMAGE

\$20,000

\$15 00

UNDERINSURED MOTORIST

\$5 00

BODILY INJURY - EACH PERSON

\$1,000,000

BODILY INJURY - EACH ACCIDENT

\$1,000,000

PHYSICAL DAMAGE OTHER THAN COLLISION

REJECTED

COLLISION

REJECTED

TOTAL PREMIUM

\$168.00

Forms and endorsements applying to this vehicle and made part of this policy at time of issue:

CA 00 01 03 06

CA 01 49 01 10

CA 21 05 01 10

CA 21 07 12 93

CA 21 87 01 10

CA 22 36 01 10

CA 23 86 01 06

CA 23 94 03 06

CA 99 27 01 87

IL 00 21 07 02

IL 01 42 01 08

IL 02 79 09 07

IL 75 02 06 99

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS
NO COVERAGE

AGENT 065-504

PHONE

PAGE

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WENDI EILAND AGENCY, INC

503-526-2999

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JLH034 NEWB

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BEAVERTON, OR 97005-1864

CA AF 01 04 06

INSURED

WELLBROOK EXHIBIT 1

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36X4342901 01 000 JLH034

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

MADISON, WISCONSIN 53783-0001

BUSINESS AUTOMOBILE INSURANCE POLICY

POLICY NUMBER

36X4342901

DECLARATIONS

CUSTOMER BILLING ACCOUNT

019-032-534 98

ITEM FIVE - SCHEDULE FOR EMPLOYERS NON-OWNERSHIP LIABILITY

LIABILITY COVERAGE

LIMIT OF INSURANCE

BODILY INJURY - EACH PERSON / EACH ACCIDENT

\$1,000,000/1,000,000

PROPERTY DAMAGE LIABILITY - EACH ACCIDENT

\$1,000,000

COVERAGE STATE

NUMBER OF EMPLOYEES

ADVANCED PREMIUM

OR

5

\$9 00

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AGENT 065-504

PHONE

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WENDI EILAND AGENCY, INC

503-526-2999

BRANCH JLH034 NEWB

12655 SW CENTER ST STE 150

ENTRY DATE 06-27-2013

BEAVERTON, OR 97005-1864

CA AF 01 04 06

INSURED

WELLBROCK EXHIBIT 1

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NOTICE OF REMOVAL, EXHIBIT A, Page 0025 of 0070

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36X4342901 01 000 JLN034

COMMERCIAL AUTO
CA 00 01 03 06**BUSINESS AUTO COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

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C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto"
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss", or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident"

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto"
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto"

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability

2. Coverage Extensions**a. Supplementary Payments**

We will pay for the "insured"

- (1) All expenses we incur
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured"

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2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business, or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract" For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured"

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto"

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment", or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants"

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

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- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto", or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured"

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants", and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto", and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident"

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1 We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto"

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

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4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto"

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss"

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Wartime action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value"

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss"
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

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D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit"
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract"

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory

The coverage territory is:

- a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage"

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment"

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants"

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants"

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- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured"

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment"

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss"
- F. "Employee" includes a "leased worker" "Employee" does not include a "temporary worker"
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto" However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees"

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker"

J. "Loss" means direct and accidental loss or damage

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- 2. Vehicles maintained for use solely on or next to premises you own or rent;
- 3. Vehicles that travel on crawler treads;
- 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
- 5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

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- b. Cherry pickers and similar devices used to raise or lower workers.
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos"

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage", or
 - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer

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COMMERCIAL AUTO
CA 01 49 01 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph a.(2)(d) of the **Who Is An Insured** Provision in **Section II - Liability Coverage** of the Garage Coverage Form is replaced by the following:

(d) Your customers. However, if a customer of yours:

(i) Has no other available insurance (whether primary, excess or contingent), they are an "insured" but only up to the following minimum limits specified by the Oregon financial responsibility law:

- i. \$70,000 for each "accident", which is the minimum combined single limit of liability; or
- ii. \$25,000/\$50,000/\$20,000 for each "accident", which is the minimum split limit of liability.

(ii) Has other available insurance (whether primary, excess or contingent) less than the following minimum limits specified by the Oregon financial responsibility law, they are an "insured" only for the amount by which such limits exceed the limit of their other insurance:

- i. \$70,000 for each "accident", which is the minimum combined single limit of liability; or
- ii. \$25,000/\$50,000 for each "accident", which is the minimum split limit of liability.

2. Paragraph b.(1) of the **Out-of-state Coverage Extensions** in **Section II - Liability Coverage** of the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms is replaced by the following:

(1) Increase the Limit of Insurance for Liability Coverage to meet the minimum limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used, but this does not apply to any law governing motor carriers of passengers or property

3. The following is added to the **Limit Of Insurance** Provision in **Section II - Liability Coverage** of the Business Auto, Motor Carrier and Truckers Coverage Forms and **Section II - Liability Coverage**, Paragraph C.2. **Limit Of Insurance - "Garage Operations" - Covered "Autos"** of the Garage Coverage Form.

We will provide primary insurance for a vehicle that you do not own if such vehicle is owned by a self-insurer as qualified under the Oregon Financial Responsibility Law

B. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

However, we will reimburse you for reasonable appraisal costs if the final appraisal decision of the "loss" is greater than the amount of our last offer prior to incurring appraisal costs.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

a. Subject to Paragraphs b. and c. below, we will retain the right to deny a claim made by the insured or any other person if, whether before or after a loss, you have willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or in case of any fraud or false swearing by you relating to it.

b. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this policy unless:

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- (1) The statements are contained in a written application; and
- (2) A copy of the application is endorsed upon or attached to this policy when issued.
- c. In order to use any representation made by you or on your behalf in defense of a claim under the policy, we must show that the representations are material and that we relied on them.

- 3. The following is added to the **General Conditions** of the **Other Insurance** Provision of the Business Auto and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** of the Motor Carrier and Truckers Coverage Forms:

When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer

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POLICY NUMBER: 36X4342901

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.**OREGON UNINSURED MOTORISTS COVERAGE - BODILY INJURY**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: STIRLING WINE GRAPES INC

Endorsement Effective Date: 06-19-2013

SCHEDULE	
Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limit of any applicable liability policies has been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members"
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone else "occupying" an "auto" the Named Insured is operating.
 - d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured"
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured"

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C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by an individual Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of
 - a. War, including undeclared or civil war;
 - b. Wartime action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. We will provide primary insurance for a vehicle that you do not own if such vehicle is owned by a self-insurer as qualified under the Oregon Financial Responsibility Law.
3. The Limit of Insurance under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this coverage form's Liability Coverage.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:
If there is other applicable insurance available under one or more policies or provisions of coverage:
 - a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
 - b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
 - c. When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance or uninsured motorists coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer
 - d. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
 - a. If a "stolen vehicle" or a hit-and-run or phantom vehicle is involved, the Named Insured or someone on that Named Insured's behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident"
 - b. If a "stolen vehicle" is involved, you or someone on your behalf must cooperate with the appropriate law enforcement agency in the prosecution of the theft of the vehicle.
 - c. Promptly send us copies of the legal papers if a "suit" is brought.

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d. A person seeking coverage from a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and allow advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph b. of the definition of "uninsured motor vehicle"

3. Legal Action Against Us is replaced by the following:

- a. No one may bring a legal action against us under this coverage form until there has been full compliance with all the terms of this coverage form.
- b. No cause of action shall accrue to an "insured" under this coverage unless within two years from the date of the "accident":
 - (1) Agreement as to the amount due under this coverage form has been concluded;
 - (2) We or the "insured" have formally instituted arbitration proceedings;
 - (3) The "insured" has filed an action against us, or
 - (4) An action for "bodily injury" has been filed against the uninsured motorist and, within two years from the "date of settlement" or "final judgment" against the uninsured motorist, the "insured" has:
 - (a) Formally instituted arbitration proceedings against us; or
 - (b) Filed an action against us.

4. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and
- b. We also have a right to recover the advance payment.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":
 - (1) The county where the "insured" lives; or
 - (2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. We will pay all arbitration costs to an "insured" in excess of \$100. Arbitration costs to an "insured" shall not include attorneys' fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

F Additional Definitions

As used in this endorsement:

- 1. "Date of settlement" means the date on which a written settlement agreement or release is signed by an "insured" or, in the absence of such documents, the date on which the "insured" or the attorney for the "insured" receives payment of any sum required by the settlement agreement.
- 2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 3. "Final judgment" means a judgment that has become final by lapse of time for appeal or by entry in an appellate court of an appellate judgment.
- 4. "Occupancy" means in, upon, getting in, on, out or off.
- 5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

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- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer"
 - (1) For which a liability policy applies at the time of an "accident", but its limit for "bodily injury" liability is either
 - (a) Less than the limit of liability for this coverage; or
 - (b) Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.
 - (2) That is owned or operated by a self-insurer that provides recovery to an "insured" in an amount that is less than the limit of liability for this coverage;
- c. For which an insuring company denies coverage, becomes voluntarily or involuntarily bankrupt or is placed in receivership;
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying". However, in the event that a hit-and-run vehicle causes "bodily injury" to an "insured" without hitting the "insured", a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the "accident".

- e. That is a "stolen vehicle"; or
- f. That is owned or operated by a self-insurer
 - (1) That is not in compliance with ORS 806.130 (1)(c); or
 - (2) That becomes insolvent and cannot provide the amounts required by that motor vehicle law.

However, "uninsured motor vehicle" does not include any vehicle,

- a. Owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any such government unless the vehicle is owned by an Oregon public body;
 - b. Designed for use mainly off public roads while not on public roads;
 - c. Operated on rails or crawler treads;
 - d. While located for use as a residence or premises and not as a vehicle; or
 - e. Owned by or furnished for the regular or frequent use of you or any "family member"
6. "Stolen vehicle" means:
- a. A covered "auto" that is being operated without the consent of the "insured"; and
 - b. At the time of the "accident", the operator has no collectible liability insurance.

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POLICY NUMBER: 36X4342901

COMMERCIAL AUTO
CA 21 07 12 93**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY**
SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named insured STIRLING WINE GRAPES INC

Countersigned by _____

Endorsement Effective 06-19-2013

WENDI EILAND AGENCY, INC.

065-504

SCHEDULE		
"Bodily Injury"	\$	Each Person
	\$	Each "Accident"
"Property Damage"	\$	Each "Accident"
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)		

Paragraph 1 of LIMIT OF INSURANCE is replaced by the following:

- 1 Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:
 - a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.
 - b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident"
 - c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident"

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POLICY NUMBER: 36X4342901

COMMERCIAL AUTO
CA 21 87 01 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****OREGON UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE PRIVATE PASSENGER TYPES**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: STIRLING WINE GRAPES INC

Endorsement Effective Date: 06-19-2013

SCHEDULE

Designation Or Description Of Covered Auto

Limit Of Insurance
\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If your covered "auto" is of the private passenger type, the following provisions apply:

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay only after any liability policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer of property
3. "Property damage" to a covered "auto" in the amount of:
 - a. The first \$300, as a result of any one "accident" with a hit-and-run or phantom vehicle.
 - b. The first \$200, as a result of any one "accident" with any other type of "uninsured motor vehicle"

4. "Property damage" to a covered "auto" when it is being used to carry persons or property for a fee.
5. "Property damage" to any motor vehicle owned by you or any "family member" that is not a covered "auto"
6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
7. Punitive or exemplary damages.
8. "Property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage – Property Damage shown in the Schedule.

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2. We will provide primary insurance for a vehicle that you do not own if such vehicle is owned by a self-insurer as qualified under the Oregon Financial Responsibility Law
3. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. We will not pay for any "property damage" that is paid or payable under Physical Damage Coverage.

D. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage - Property Damage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible "property damage" uninsured motorists insurance providing coverage on a primary basis.
- c. When coverage provided under a certificate of self-insurance is available, any motor vehicle liability insurance or uninsured motorists coverage we provide will be on a primary basis unless otherwise agreed to by the self-insurer
- d. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. If a hit-and-run or phantom vehicle is involved, you or someone on your behalf shall report the "accident" to the appropriate law enforcement agency within 72 hours of the "accident"
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties may agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in either of the following, at the election of the "insured":
 - (1) The county where the "insured" lives; or
 - (2) The county where the "insured's" cause of action against the owner or driver of the "uninsured motor vehicle" arose.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- c. We will pay all arbitration costs to an "insured" in excess of \$100. Arbitration costs to an "insured" shall not include attorney's fees or any expenses incurred in producing evidence or witnessing or making transcripts of the arbitration proceedings.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto"
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupancy" means in, upon, getting in, on, out or off.
4. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring company, within two years of the date of the "accident", becomes voluntarily or involuntarily bankrupt or is placed in receivership;
 - c. For which an insuring company denies coverage or is or becomes insolvent;
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit a covered "auto" or a vehicle an "insured" is "occupying"

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However, in the event that a hit-and-run vehicle causes "property damage" without hitting a covered "auto" or a vehicle the "insured" is "occupying", the facts of the "accident" must be corroborated by competent evidence other than the testimony of any person having an uninsured motorists claim resulting from the "accident"

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any such government unless the vehicle is owned by an Oregon public body;
- c. Designed for use mainly off public roads while not on public roads;
- d. Owned by or furnished for the regular or frequent use of you or any "family member";
- e. Operated on rails or crawler treads; or
- f. While located for use as a residence or premises and not as a vehicle.

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COMMERCIAL AUTO
CA 23 86 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF TERRORISM ABOVE MINIMUM STATUTORY LIMITS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1 "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded, regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

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Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs B.5. and B.6. are exceeded.

With respect to this Exclusion, Paragraphs B.5. and B.6. describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

However, with respect to Liability and Personal Injury Protection Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the state compulsory or financial responsibility law minimum limits for each coverage.

With respect to Uninsured and/or Underinsured Motorists Coverage, if applicable, this Exclusion applies only to the extent that the limit of such coverage exceeds the minimum statutory permitted limits for Uninsured and/or Underinsured Motorists Coverage. Those limits are equal to the minimum limit permitted for Liability Coverage.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism"

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination, or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph C.5. is exceeded.

With respect to this Exclusion, Paragraph C.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D. In the event of any incident of "terrorism" that is not subject to the Exclusion in Paragraphs B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

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COMMERCIAL AUTO
CA 23 94 03 06

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following exclusion is added to Paragraph B. Exclusions of Section II – Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms and for "Garage Operations" – Covered "Autos" in the Garage Coverage Form:

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust"
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust"
3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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POLICY NUMBER. 36X4342901

COMMERCIAL AUTO
CA 76 13 09 08

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
BUSINESS AUTO POLICY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured STIRLING WINE GRAPES INC

Countersigned by _____

(Authorized Representative)

Endorsement Effective 06-19-2013

WENDI EILAND AGENCY, INC

065-504

1. BLANKET ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, Item A.1 Who is an Insured, is amended by adding the following:

- d. Any person or organization that you are required to include as an additional insured on this Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

This coverage does not apply to lessors of leased "autos"

2. BROAD FORM NAMED INSURED

SECTION II - LIABILITY COVERAGE, Item A.1 Who Is an Insured, is amended by adding the following:

- e. Any business entity in which you own more than 50% on the effective date of the Coverage Form.
- f. Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

Provisions d. and e. do not apply

- (1) to any person or organization for which coverage is excluded by endorsement.
- (2) To any person or organization that has exhausted its Limit of Insurance under any other policy
- (3) To any person or organization that is an "insured" under any other automobile policy.

3. AUTOS RENTED BY EMPLOYEES

SECTION II - LIABILITY COVERAGE, Item A.1 Who is an Insured, is amended by adding the following:

- g. An "employee" of yours while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.5. Other Insurance, Item b., is deleted and replaced by the following:

For Hired Auto Physical Damage coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

4. EXTRA EXPENSE - BROADENED COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage is amended to add the following:

5. We will pay for the direct expense of returning a stolen covered "auto" to you. This coverage will only apply to vehicles recovered inside the 48 contiguous United States.

5. AUTOS - TOWING & TRANSPORTATION EXPENSES

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A, Items 2. Towing and 4. a. Transportation Expenses:

For the purposes of this coverage, private passenger type includes "autos" of the pickup truck, sport utility and van type.

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6. ACCIDENTAL AIRBAG INFLATION

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph B. Exclusions is amended by the addition of the following:

Exclusion 3.a. does not apply to the accidental inflation of an airbag.

7. COVERAGE EXTENSION - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE REPRODUCTION OF SOUND

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, exception paragraph a. to exclusions 4.c. & 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", or

8. REPLACEMENT COST - PRIVATE PASSENGER VEHICLE

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph C. Limit of Insurance, Item 2. is amended by adding the following:

If, however, we deem a covered "auto" of the private passenger type to be a total loss within 180 days of your purchase of the "auto" and it has not been previously titled under the motor vehicle laws of any state, at our option we will pay the lesser of:

- a. the cost to replace the covered "auto" with a new auto of like make, model and year, or
- b. an amount equal to the original purchase price you paid to acquire the vehicle, including taxes.

This coverage does not apply to a leased auto.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

In SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A. Loss Conditions, item 2.a. Duties in the Event Of Accident, Claim, Suit or Loss, the requirement that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

11. UNINTENTIONAL ERRORS, OMISSIONS OR FAILURE TO DISCLOSE HAZARDS.

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, Item 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

12. MENTAL ANGUISH

SECTION V DEFINITIONS, item C. is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness or disease. Bodily injury does not include mental anguish unless it arises out of actual physical injury to the same person.

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POLICY NUMBER: 36X4342901

COMMERCIAL AUTO
CA 99 27 01 87**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY**
SPLIT LIABILITY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured STIRLING WINE GRAPES INC

Countersigned by _____

Endorsement Effective 06-19-2013

WENDI EILAND AGENCY, INC

055-504

SCHEDULE		
"Bodily Injury" Liability:	\$	Each Person
	\$	Each "Accident"
"Property Damage" Liability:	\$	Each "Accident"
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)		

The LIABILITY COVERAGE Limit of Insurance is replaced by the following:

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:

1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any one person or organization for care, loss of services or death resulting from one "bodily injury," is the limit of "Bodily Injury" Liability shown in the Schedule for each person.
2. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each "accident."
3. The most we will pay for all damages resulting from property damage" caused by any one "accident" is the limit of "Property Damage" Liability shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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WELLBROCK EXHIBIT 1

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NOTICE OF REMOVAL, EXHIBIT A, Page 0051 of 0070

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT
(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material"

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility"

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

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- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**OREGON CHANGES – DOMESTIC PARTNERSHIP**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A. The term "spouse" is replaced by the following:
 Spouse or individual who is in a domestic partnership recognized under Oregon law.
- B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following.
 "Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of your household, including a ward or foster child.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**OREGON CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for:

- a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason
- b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
- (4) Failure to comply with reasonable loss control recommendations;
- (5) Substantial breach of contractual duties, conditions or warranties;
- (6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
- (7) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

- (1) A package policy that includes commercial property and commercial liability insurance;
- (2) Commercial Automobile Coverage Part;
- (3) Commercial General Liability Coverage Part;

(4) Commercial Property Coverage Part – Legal Liability Coverage Form;

(5) Commercial Property Coverage Part – Mortgage-holders Errors And Omissions Coverage Form;

(6) Employment-Related Practices Liability Coverage Part;

(7) Farm Coverage Part – Farm Liability Coverage Form;

(8) Liquor Liability Coverage Part;

(9) Products/Completed Operations Liability Coverage Part; or

(10) Professional Liability Coverage Part.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Number Of Days' Notice Of Cancellation:

a. With respect to insurance provided under 2.c.(1) through (10) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under 2.c.(1) through (10) above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.

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E. The following are added and supersede any provision to the contrary:**1. Nonrenewal**

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

- a. Expiration date of the policy; or
- b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing Of Notices

- a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive

proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph 2.a. above.

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**THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY
PUNITIVE DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GARAGE COVERAGE PART (AUTO)
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The insurance afforded by this policy does not apply to any claim or judgement for punitive or exemplary damages.

All other terms, agreements, conditions, and provisions remain unchanged.

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POLICY NUMBER: 36X4342901

COMMERCIAL AUTO
CA 22 36 01 10

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THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.**OREGON PERSONAL INJURY PROTECTION**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE	
Benefits	Limit Per Person
Medical And Hospital Expenses	\$ 15,000 Less Deductible, if Any
Income Continuation Expenses	\$ 3,000 Per Month
Loss Of Services Expenses	\$ 30 Per Day
Funeral Expenses	\$ 5,000
Child Care Expenses	\$ 25 Per Day up to a Maximum of \$750
Coverage for medical and hospital expenses is subject to a deductible of NONE applicable to:	
<input type="checkbox"/> You <input checked="" type="checkbox"/> You and each "family member" <input type="checkbox"/> You or the "family member(s)" named below	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. Coverage

We will pay Personal Injury Protection benefits to an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of an "auto" as an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical And Hospital Expenses

All reasonable and necessary expenses incurred within one year from the date of the "accident" for medical, hospital, dental, surgical, ambulance and prosthetic services.

2. Income Continuation Expenses

70% of the "insured's" loss of income from work during a period of disability caused by "bodily injury" sustained by such person in the "accident", provided that:

- Such person was usually engaged in a paying occupation at the time of the "accident";
- The period of such disability continues for at least 14 days; and

- Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation and is subject to a maximum payment period in the aggregate of 52 weeks.

3. Loss Of Services Expenses

Expenses reasonably incurred during a period of disability caused by "bodily injury" sustained by an "insured" in the "accident" for essential services that were performed by a person who is not related to the "insured", or residing in the "insured's" household, in lieu of those such person would have performed without income, provided that:

- Such person was not usually engaged in a paying occupation at the time of the "accident";
- The period of such disability continues for at least 14 days; and
- Loss of services expenses shall include only expense for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services and is subject to a maximum payment period in the aggregate of 52 weeks.

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However, loss of services expenses shall not include child care expenses.

4. Funeral Expenses

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the "accident"

5. Child Care Expenses

Expenses reasonably incurred for the care of a minor child of an "insured" who has sustained "bodily injury" in the "accident", provided:

- The "insured" is the parent of the minor child and is required to be hospitalized for a minimum of 24 hours; and
- Payments begin after the initial 24 hours of hospitalization and are made for as long as the "insured" is unable to return to work if he or she is usually engaged in a paying occupation. If such person was not usually engaged in a paying occupation at the time of the "accident", then payment will continue for as long as he or she is unable to perform essential services that he or she would have performed without income.

B. Who Is An Insured

- You, if you sustain "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto"
- If you are an individual, any "family member" who sustains "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto"
- Any other person who sustains "bodily injury" while "occupying" or using the "covered auto" with your permission or, while a "pedestrian", through being struck by a "covered auto"

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury"

- Sustained by any person:
 - Who intentionally causes injury to himself or herself;
 - While participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest; or
 - Who willfully conceals or misrepresents any material fact in connection with a claim for Personal Injury Protection benefits.
- That results in the application of income continuation expenses and loss of service expenses, sustained by any "pedestrian" other than you or a "family member" in an "accident" that occurs outside the State of Oregon.
- Arising directly or indirectly out of:
 - War, including undeclared or civil war;
 - Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- Sustained by you or any "family member" while "occupying" any "auto" you own or furnished or available for your regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.
- Sustained by a "family member" while "occupying" any "auto" owned by such "family member" or furnished or available for the "family member's" regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

D. Limit Of Insurance

- Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or "covered autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one "insured" in any one "auto" "accident" is the Limit Per Person amount shown in the Schedule.
- Any amount paid under this coverage will be reduced by any amount paid or payable by any workers' compensation or any other similar medical or disability benefits law (excluding Medicare).
- Any amount payable under this coverage to you or a "family member" will reduce any amount payable for damages under this coverage form's Uninsured Motorists Coverage.
- Any amount paid under this coverage to an "insured" will reduce any amount the "insured" may be entitled to recover for the same damages under this coverage form's Liability Coverage.
- Any amount payable for medical and hospital expenses shall be reduced by the amount of the deductible you may elect. If you elect a deductible, it will be shown in the Schedule. The deductible applies only to you and/or any "family member"

E. Changes In Conditions

The conditions are changed for Personal Injury Protection as follows:

- The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss:**
 - If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
 - The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
 - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
 - (2) Such other information that will help us determine the amount due and payable.
 - The "insured" or his or her legal representative shall give us authorization, each time we request it, to obtain medical reports, copies of records and information with respect to loss of income.

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d. We may require that the "insured", as a condition for receiving income continuation expenses, cooperate in furnishing us reasonable medical proof of his or her inability to work.

2. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

The coverage provided in this endorsement is excess for:

a. "Bodily injury" sustained by any "pedestrian", other than you or any "family member". This coverage is excess to the extent that amounts are paid or payable to or for such "pedestrian" under any collateral benefits, including but not limited to:

- (1) Insurance benefits under another policy issued by us or another company;
- (2) Governmental benefits (except Medicare benefits);
- (3) Gratuitous benefits; or
- (4) Oregon Personal Injury Protection benefits.

b. "Bodily injury" sustained by you or any "family member" while "occupying" any "auto", other than the "covered auto", with respect to which Oregon Personal Injury Protection benefits are in effect.

3. The following conditions are added:

a. **Reimbursement And Trust**

In the event of payment to any person of any benefits under this endorsement:

- (1) We shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.325, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.
- (2) We are entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the "accident", to the extent benefits were paid, less our share of expenses, costs and attorney's fees incurred by the "insured" in connection with such recovery.
- (3) The "insured" shall hold in trust for our benefit all his or her rights of recovery to the extent of benefits furnished.
- (4) The "insured" shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
- (5) If we request in writing, the "insured" shall take, through any representative not in conflict of interest with him or her, designated by us, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the "insured", but only to the extent of benefits furnished by us. In the event of recovery, we shall also be reimbursed out of such recovery for the "insured's" share of expenses, costs and attorney's fees incurred by us in connection with the recovery.

(5) The "insured" shall execute and deliver to us such instructions and papers as may be appropriate to secure the rights and obligations of the "insured" and us as established by this provision.

b. **Arbitration**

(1) If we and an "insured" disagree whether the "insured" is entitled to recover Personal Injury Protection benefits, or do not agree as to the amount payable under this coverage, then if both parties agree at the time of the dispute the matter shall be arbitrated.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the choice of the third arbitrator within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which such arbitration is pending. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Costs to the "insured" of the arbitration proceedings shall not exceed \$100, and all other costs of arbitration shall be borne by us. However, attorneys' fees and fees paid to medical or other expert witnesses are not arbitration expenses and are to be paid by the party incurring them.

(2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

c. **Coordination And Nonduplication**

Any automobile medical payments coverage afforded under this Coverage Part is excess over any medical expense benefits paid or payable under this endorsement or any other automobile insurance policy covering "bodily injury" to an "insured".

F. **Additional Definitions**

As used in this endorsement:

1. "Covered auto" means a "private passenger auto" to which the "bodily injury" Liability Coverage of the policy applies and for which a specific premium is charged.
2. "Family member" means a spouse and any other person related to you by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as you.
3. "Occupying" means in or upon or entering into or alighting from.
4. "Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or a similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity for a wheelchair or other low-powered vehicle.
5. "Private passenger auto" means a four-wheel passenger or station wagon-type "auto" not used as a public or livery conveyance and includes any other four-wheel "auto" of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.

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All Coverage Parts included in this policy are subject to the following condition:

POLICY PERIOD - RENEWAL OF COVERAGE

Insurance begins and ends at 12:01 A.M., Standard Time, at your mailing address and for the policy period shown in the declarations. The first Named Insured shown in the declarations may continue this policy for successive policy periods by paying the required premium on or before the effective date of each renewal policy period. If the premium is not paid when due, this policy expires at the end of the last policy period for which the premium was paid.

The premium for each policy period will be based on our current rates and rules.

If this policy replaces coverage in other policies terminating at 12:00 Noon (standard time) on the inception date of this policy, this policy shall be effective at 12:00 Noon (standard time) instead of at 12:01 A.M., Standard Time.

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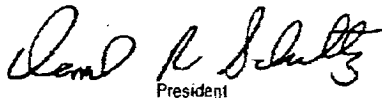
Special Provisions for American Family Mutual Insurance Company Policyholders

You are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote either in person or by proxy at its meetings. The Annual Meetings are held at its Home Office in Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Notice printed in this policy shall be your notification of the time and place.

This policy is non-assessable. You are not subject to any assessment beyond the premiums we require for each policy period.

If any dividends are distributed, you will share in them according to law and under conditions set by the Board of Directors.

This policy is signed at Madison, Wisconsin, on our behalf by our President and Secretary. If it is required by law, it is countersigned on the declarations by our authorized representative.



President



Secretary

This is not a complete and valid contract without accompanying DECLARATIONS properly executed.